

<i>SERFF Tracking Number:</i>	<i>SYMT-127368083</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Symetra Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49545</i>
<i>Company Tracking Number:</i>	<i>L-10056 7/11</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>Cash Value UL Option A & B</i>		
<i>Project Name/Number:</i>	<i>Cash Value UL /L-10056 7/11</i>		

Filing at a Glance

Company: Symetra Life Insurance Company	SERFF Tr Num: SYMT-127368083	State: Arkansas
Product Name: Cash Value UL Option A & B	SERFF Status: Closed-Approved-	State Tr Num: 49545
TOI: L09I Individual Life - Flexible Premium	Closed	
Adjustable Life	Co Tr Num: L-10056 7/11	State Status: Approved-Closed
Sub-TOI: L09I.001 Single Life		Reviewer(s): Linda Bird
Filing Type: Form	Authors: Lisa Hampton, Kristen Kennedy, Rae Anne O'Keefe, Linda Porter, Brady Smith, Jill Morgan, Lisa Richards, Doug Geraci	Disposition Date: 09/19/2011
	Date Submitted: 08/12/2011	Disposition Status: Approved-Closed
		Implementation Date:

Implementation Date Requested: On Approval
State Filing Description:

General Information

Project Name: Cash Value UL	Status of Filing in Domicile: Pending
Project Number: L-10056 7/11	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments: This form for Washington, our state of domicile, was filed under the Interstate Compact.
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Individual Market Type:
Overall Rate Impact:	Filing Status Changed: 09/19/2011
	State Status Changed: 09/19/2011
Deemer Date:	Created By: Lisa Richards
Submitted By: Lisa Richards	Corresponding Filing Tracking Number:
Filing Description:	
August 12, 2011	

State of Arkansas, Department of Insurance

SERFF Tracking Number: SYMT-127368083 State: Arkansas
Filing Company: Symetra Life Insurance Company State Tracking Number: 49545
Company Tracking Number: L-10056 7/11
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Cash Value UL Option A & B
Project Name/Number: Cash Value UL /L-10056 7/11

Symetra Life Insurance Company

NAIC# 1129-68608

FEIN# 91-0742147

RE: Symetra Life Insurance Company

NAIC No. 1129-68608, FEIN: 91-0742147

Included Forms: L-10056 7/11 – Universal Life Insurance Policy

We are submitting a copy of the final version of the above referenced form for your review. This form is new and does not replace any forms currently in use. The content does not deviate from normal company or industry standards.. This form is being submitted in final printed form and is subject only to minor modifications in paper stock, ink, and adaptation to computer printing. At some time in the future, it may be necessary for us to change the format, fonts, page breaks, etc. in this form in order to accommodate new technology or new printing equipment. We reserve the right to make these types of changes without re-filing as long as there is no change to the specific content of these forms. However, any such accommodation will not result in the use of a font or type style or size which would violate any law, regulation or standard.

L-10056 7/11, Universal Life Insurance Policy, is a flexible premium life insurance policy with a premium period payable to age 120. Issue ages are from 15 days to 90 years. Premium classes are sex distinct and Juvenile, Nicotine, and Non-nicotine as described in the accompanying actuarial memorandum. Juvenile rates are from 15 days to 15 years. We will not reevaluate Juvenile issues for smoker/non-smoker status upon the insured's age 15. The minimum face amount of insurance is \$50,000.

The policy has a No Lapse Guarantee of 10 years for issue ages 15 days to age 70, and 5 years for issue ages 70 to 75. The guarantee is not available at ages over 75, or on rated policies. There are two death benefit options: the face amount of the policy and the face amount plus the accumulation fund. The Flesch Score is 50.1.

This form is similar to L-10055 6/11 which was submitted to SERFF on 8-12-11 under SERFF #SYMT-127366145. The only difference between this form and L-10055 6/11 is that L-10055 6/11 has an additional Death Benefit Option.

We will be illustrating this policy. We will not offer this policy for sale until we have fully complied with the illustration regulations.

LUC-166 6/11, Part I Life Insurance Application (submitted to SERFF on 8-12-11 under SERFF #SYMT-127366145) is the application we intend to use in the application process and will become a part of the policy at issue.

LUC-123 7/05 - Life Insurance Application, Part II, (previously approved on 9-27-05) will be used with LUC-166 6/11 in the application process.

This product will be marketed by licensed representatives who are licensed and appointed with Symetra. Commissions and gross premiums are consistent with those of the Company's individual policies and there is no deviation from usual retention.

A Statement of Variability and Actuarial Memorandum are included with this submission.

SERFF Tracking Number: SYMT-127368083 State: Arkansas
 Filing Company: Symetra Life Insurance Company State Tracking Number: 49545
 Company Tracking Number: L-10056 7/11
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Cash Value UL Option A & B
 Project Name/Number: Cash Value UL /L-10056 7/11

Thank you for your consideration of this submission.

Sincerely,

Lisa Richards
 Contract Analyst
 lisa.richards@symetra.com
 425-256-5874

Company and Contact

Filing Contact Information

Lisa Richards, Compliance Analyst II
 777 108th Avenue NE, Suite 1200
 Bellevue, WA 98004
 lisa.richards@symetra.com
 425-256-5874 [Phone]
 425-256-5466 [FAX]

Filing Company Information

Symetra Life Insurance Company
 777 108th Ave NE, Suite 1200
 Bellevue, WA 98004-5135
 (800) 796-3872 ext. [Phone]
 CoCode: 68608
 Group Code: 1129
 Group Name:
 FEIN Number: 91-0742147
 State of Domicile: Washington
 Company Type: Insurance
 State ID Number:

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: 1 form times \$50.00 = \$50.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Symetra Life Insurance Company	\$50.00	08/12/2011	50597304

SERFF Tracking Number:	SYMT-127368083	State:	Arkansas
Filing Company:	Symetra Life Insurance Company	State Tracking Number:	49545
Company Tracking Number:	L-10056 7/11		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
Product Name:	Cash Value UL Option A & B		
Project Name/Number:	Cash Value UL /L-10056 7/11		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/19/2011	09/19/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	08/18/2011	08/18/2011	Lisa Richards	09/19/2011	09/19/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	L-10056_7-11 Non Compact 8-8-11	Lisa Richards	08/31/2011	08/31/2011

<i>SERFF Tracking Number:</i>	<i>SYMT-127368083</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Symetra Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49545</i>
<i>Company Tracking Number:</i>	<i>L-10056 7/11</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>Cash Value UL Option A & B</i>		
<i>Project Name/Number:</i>	<i>Cash Value UL /L-10056 7/11</i>		

Disposition

Disposition Date: 09/19/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	SYMT-127368083	State:	Arkansas
Filing Company:	Symetra Life Insurance Company	State Tracking Number:	49545
Company Tracking Number:	L-10056 7/11		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
Product Name:	Cash Value UL Option A & B		
Project Name/Number:	Cash Value UL /L-10056 7/11		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Memorandum		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Certification of Rule 34, 49, and Bulletin 11-83.		Yes
Supporting Document	Certification of Rule 19		Yes
Supporting Document	AR Guaranty Npotice		Yes
Supporting Document	COI Rates		Yes
Form (<i>revised</i>)	L-10056_7-11 Non Compact 8-8-11		Yes
Form	L-10056_7-11 Non Compact 8-8-11	Replaced	Yes

SERFF Tracking Number: SYMT-127368083 *State:* Arkansas
Filing Company: Symetra Life Insurance Company *State Tracking Number:* 49545
Company Tracking Number: L-10056 7/11
TOI: L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.001 Single Life
Adjustable Life
Product Name: Cash Value UL Option A & B
Project Name/Number: Cash Value UL /L-10056 7/11

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 08/18/2011
Submitted Date 08/18/2011
Respond By Date 09/19/2011

Dear Lisa Richards,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number:	SYMT-127368083	State:	Arkansas
Filing Company:	Symetra Life Insurance Company	State Tracking Number:	49545
Company Tracking Number:	L-10056 7/11		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
Product Name:	Cash Value UL Option A & B		
Project Name/Number:	Cash Value UL /L-10056 7/11		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	09/19/2011
Submitted Date	09/19/2011

Dear Linda Bird,

Comments:

Thank you for your review of our recent filing. What follows is a list of your objections, with our response immediately following.

Response 1

Comments: Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Attached please find our certification of compliance with Regulation 19, 34, 49 and Bulletin 11-83 and a copy of the AR Life and Health Guaranty Notice.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Attached please find our certification of compliance with regulation Regulation 19.

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

Attached please find our certification of compliance with regulation Regulation 19, 34, 49 and Bulletin 11-83.

Related Objection 1

Comment:

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

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Filing Company: Symetra Life Insurance Company State Tracking Number: 49545
Company Tracking Number: L-10056 7/11
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Cash Value UL Option A & B
Project Name/Number: Cash Value UL /L-10056 7/11

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certification of Rule 34, 49, and Bulletin 11-83.

Comment:

Satisfied -Name: Certification of Rule 19

Comment:

Satisfied -Name: AR Guaranty Npotice

Comment:

Satisfied -Name: COI Rates

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

We hope our response adequately answers your objections and the filing can now be approved.

Sincerely,

Brady Smith, Doug Geraci, Jill Morgan, Kristen Kennedy, Linda Porter, Lisa Hampton, Lisa Richards, Rae Anne O'Keefe

SERFF Tracking Number: SYMT-127368083 State: Arkansas
 Filing Company: Symetra Life Insurance Company State Tracking Number: 49545
 Company Tracking Number: L-10056 7/11
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Cash Value UL Option A & B
 Project Name/Number: Cash Value UL /L-10056 7/11

Amendment Letter

Submitted Date: 08/31/2011

Comments:

In testing the coverage description pages for this policy, we found an error on page 0001 and page 0002. Page 0001 should have provided the expiration dates for all benefits. The sample provided shows the date. On page 0002, the reference to the Premium Expense Charge, Monthly Administration Expense Charge, Monthly Expense Charge and the loan interest rate should have been labeled as "Maximum". The sample provided has been corrected to state "Maximum Premium Expense Charge", "Monthly Administration Expense Charge not to exceed", "Monthly Expense Charge not to exceed" and "The rate of interest on any loan after the first [10] Policy years will be an annual effective rate not to exceed". There have been no changes to the previously filed statement of Variability.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
L-10056 7/11	Policy/Contract/Fraternal Certificate	L-10056_7-11 Non Compact 8-8-11	Initial				50.100	L-10056_7-11 NonComp 8-31-11.pdf

SERFF Tracking Number:	SYMT-127368083	State:	Arkansas
Filing Company:	Symetra Life Insurance Company	State Tracking Number:	49545
Company Tracking Number:	L-10056 7/11		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
Product Name:	Cash Value UL Option A & B		
Project Name/Number:	Cash Value UL /L-10056 7/11		

Form Schedule

Lead Form Number: L-10056 7/11

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	L-10056 7/11	Policy/Cont L-10056_7-11 Non ract/Fratern Compact 8-8-11 al Certificate	Initial		50.100	L-10056_7-11 NonComp 8-31-11.pdf

Life Insurance Policy

Insured: [John Doe]
Policy Number: [000000001] **Class:** [Non-Nicotine]
Face Amount: [\$100,000]
Issue Date: [06/12/11] [Male]

UNIVERSAL LIFE INSURANCE POLICY

- Symetra Life Insurance Company will pay the insurance benefits and provide other rights and benefits of this policy in accordance with its provisions.
- This is a flexible premium universal life insurance policy and has been issued in consideration of the application and payment of the first premium.
- Premiums are flexible and you may vary the amount and timing of your premiums.
- This policy is nonparticipating. It does not share in our profits or surplus earnings. We pay no dividends on this policy.

**THIS POLICY IS A LEGAL CONTRACT BETWEEN YOU AND US.
PLEASE READ YOUR POLICY CAREFULLY.**

Signed for Symetra Life Insurance Company, a stock company, at its Home Office on the issue date.

[George C Pagos]

[George C. Pagos]
[Secretary]

[Thomas M. Marra]

[Thomas M. Marra]
[President]

RIGHT TO EXAMINE THE POLICY: Within 30 days after this policy is received, it may be cancelled by delivering or mailing it to the insurance producer through whom it was purchased, or any insurance producer of Symetra, or to our Administrative Office. Upon cancellation, all money will be refunded.

**IF YOU HAVE ANY QUESTIONS, COMMENTS OR COMPLAINTS,
PLEASE CONTACT SYMETRA AT 1-800-796-3872**

Flexible Premium Universal Life Insurance
Death Benefit Payable on Death of Primary Insured
Adjustable Death Benefit
Nonparticipating

Symetra Life Insurance Company
A Stock Company
[Phone 1-800-796-3872
TTY/TDD 1-800-833-6388 (Deaf/HH)]

Home Office:
[777 108th Ave NE
Suite 1200
Bellevue, WA 98004]

Administrative Office:
[PO Box 7902
London, KY 40742-7902
www.symetra.com]

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POLICY NUMBER: [0000000001]

COVERAGE DESCRIPTION -----

PRIMARY INSURED: [John Doe]

ISSUE DATE: [JUN 12, 2011]

INITIAL PREMIUM: \$[1,074.80]

**MONTHLY
ANNIVERSARY:** [12th day of each month]

PLANNED PERIODIC PREMIUM: \$[1,074.80]

PREMIUM PAYABLE: [Annual]

MINIMUM MONTHLY PREMIUM: \$[29.40]

INITIAL FACE AMOUNT: [\$100,000]

GUARANTEED MINIMUM INTEREST RATE: [3%]

DEATH BENEFIT OPTION: [Option A - Face Amount]

AMOUNT OF COVERAGE	COVERAGE	EXPIRATION
Primary Insured:	[John Doe] Issue Age: [35] Issue State: [XX] Class: [Male, Non-nicotine]	
\$[100,000]	Life Insurance [10-Year Guaranteed Coverage]	[Jun 12, 2097] [Jun 12, 2021]

Coverage may expire if premiums paid are insufficient to continue coverage as outlined in your contract.
See your Policy Provisions.

COVERAGE DESCRIPTION -----

The Face Amount of this policy may not be reduced below: \$ [50,000.00].

The Maximum Premium Expense Charge is:

[Years	Premium Expense Charge
1 - 10	10%
11+	10%]

A Monthly Deduction will be deducted from the Accumulation Fund on each Monthly Anniversary. See the Monthly Deduction section.

The Monthly Deduction includes the following charges which will be deducted from the Accumulation Fund on each Monthly Anniversary:

- the Cost of Insurance for the Primary Insured for the following month; plus
- the Cost of Insurance provided by benefits or riders for the following month; plus
- a Monthly Administration Expense Charge not to exceed \$[8.00]; plus
- a Monthly Expense Charge not to exceed \$[50.00].

The rate of interest on any loan in the first (10) Policy years will be an annual effective rate of [4]% which is equivalent to [3.85]% payable in advance. The rate of interest on any loan after the first (10) Policy years will be an annual effective rate not to exceed [3.25]% which is equivalent to [3.15]% payable in advance. See the Loan Interest section.

The Guideline Single Premium for this policy is \$[9,985.65]. The Guideline Annual Premium is \$[769.49]. The sum of the premiums paid at any date for this policy may not exceed the greater of:

- The guideline single premium, or
- The sum of the guideline annual premiums to such date.

These limitations are to assure that the death benefits paid under this policy are not includable in the gross income of the beneficiary for federal income tax purposes. See the Applicable Tax Law section.

[The Guideline 7-Pay Premium as defined by the Tax and Miscellaneous Revenue Act of 1988 (TAMRA) is\$[2,345.10]. (Note: If this policy is a replacement of another policy, the amount shown may need to be adjusted.) To maintain the most favorable tax status of this policy, premiums paid during each of the first seven years cannot exceed the 7-pay premium.]

If the coverages under this policy are increased or decreased, the guideline premiums will change.

For information about this or other tax matters relating to life insurance taxation, consult your attorney, accountant or other qualified tax advisor.

COVERAGE DESCRIPTION -----

SCHEDULE OF GUARANTEED MAXIMUM COST OF INSURANCE RATES**MONTHLY RATES PER \$1,000**

SCHEDULE FOR PRIMARY INSURED: [JOHN DOE]

[\$100,000] Life Insurance

[SUPPLEMENTARY BENEFITS]

AT BEGINNING OF POLICY YEAR	ON [JUN 12]	LIFE INSURANCE RATE
[01	[2011	[0.09083
02	2012	0.09583
03	2013	0.10000
04	2014	0.10750
05	2015	0.11416
06	2016	0.12166
07	2017	0.13166
08	2018	0.14416
09	2019	0.15833
10	2020	0.17500
11	2021	0.19416
12	2022	0.21250
13	2023	0.23250
14	2024	0.24416
15	2025	0.25750
16	2026	0.27666
17	2027	0.29916
18	2028	0.33000
19	2029	0.36333
20	2030	0.40583
21	2031	0.45833
22	2032	0.51166
23	2033	0.56916
24	2034	0.61833
25	2035	0.67500
26	2036	0.74333
27	2037	0.82666
28	2038	0.92833
29	2039	1.04250
30	2040	1.16250
31	2041	1.28916
32	2042	1.41750
33	2043	1.54750
34	2044	1.68750
35	2045	1.83250
36	2046	2.00833
37	2047	2.20500
38	2048	2.46333
39	2049	2.73583
40	2050	3.0225
41	2051	3.33583
42	2052	3.67750
43	2053	4.07416
44]	2054]	

COVERAGE DESCRIPTION -----**SCHEDULE OF GUARANTEED MAXIMUM COST OF INSURANCE RATES****MONTHLY RATES PER \$1,000**

SCHEDULE FOR PRIMARY INSURED: [JOHN DOE]

[\$100,000] Life Insurance

[SUPPLEMENTARY BENEFITS]

AT BEGINNING OF POLICY YEAR	ON [JUN 12]	LIFE INSURANCE RATE
[45	[2055	[5.07250
46	2056	5.65583
47	2057	6.32000
48	2058	7.01166
49	2059	7.75750
50	2060	8.58333
51	2061	9.50583
52	2062	10.52833
53	2063	11.64500
54	2064	12.84166
55	2065	14.10416
56	2066	15.42166
57	2067	16.66083
58	2068	17.95250
59	2069	19.31500
60	2070	20.75416
61	2071	22.26583
62	2072	23.64916
63	2073	25.12416
64	2074	26.69833
65	2075	28.37833
66	2076	30.17500
67	2077	31.60083
68	2078	33.12000
69	2079	34.73666
70	2080	36.45666
71	2081	38.26083
72	2082	40.17916
73	2083	42.21833
74	2084	44.38583
75	2085	46.68833
76	2086	49.13250
77	2087	51.72833
78	2088	54.48333
79	2089	57.40916
80	2090	60.51250
81	2091	63.80583
82	2092	67.29916
83	2093	71.00416
84	2094	74.93500
85	2095	79.10166
86]	2096]	83.33333]

[10-Year Guaranteed Coverage] [- No Charge]

POLICY NUMBER: [0000000001]

COVERAGE DESCRIPTION -----

TABLE OF SURRENDER CHARGES

Coverage Amount:	[\$100,000]
Effective Date:	[06/12/11]
Surrender Charge Effective Dates	Surrender Charge Per \$1,000
[01/01/11 – 12/31/11	[24.60
01/01/12 – 12/31/12	22.14
01/01/13 – 12/31/13	19.68
01/01/14 – 12/31/14	17.22
01/01/15 – 12/31/15	14.76
01/01/16 – 12/31/16	12.30
01/01/17 – 12/31/17	9.84
01/01/18 – 12/31/18	7.38
01/01/19 – 12/31/19	4.92
01/01/20 – 12/31/20	2.46
01/01/21 – 12/31/21]	0.00]

POLICY NUMBER: [0000000001]

COVERAGE DESCRIPTION -----

TABLE OF APPLICABLE PERCENTAGES

AGE	PERCENTAGE	AGE	PERCENTAGE	AGE	PERCENTAGE	
40 and under	250	59	134	78	105	
41	243	60	130	79	105	
42	236	61	128	80	105	
43	229	62	126	81	105	
44	222	63	124	82	105	
45	215	64	122	83	105	
46	209	65	120	84	105	
47	203	66	119	85	105	
48	197	67	118	86	105	
49	191	68	117	87	105	
50	185	69	116	88	105	
51	178	70	115	89	105	
52	171	71	113	90	105	
53	164	72	111	91	104	
54	157	73	109	92	103	
55	150	74	107	93	102	
56	146	75	105	94	101	
57	142	76	105	95 +	100	
58	138	77	105			

1. DEFINITIONS -----

We, Our, and Us mean Symetra Life Insurance Company. The address of Our Administrative Office is P.O. Box 7902, London, KY 40742-7902. You should send any payments, notices and correspondence to Our Administrative Office.

You and Your mean the Owner of the Policy at the time an Owner's right is exercised.

Attained Age means the age of the Insured on their nearest birthday as of the most recently attained Policy Anniversary.

2. GENERAL PROVISIONS -----

2.1 The Contract

This Policy is issued in consideration of the application and payment of the initial premium payment shown in the Coverage Description.

This Policy, any riders, benefits, endorsements or amendments, the attached copy of the initial and all subsequent applications to change the Policy, and all additional Coverage Descriptions, including any new Table of Surrender Charges, make up the entire contract.

2.2 Face Amount

The Face Amount of coverage is shown in the Coverage Description.

2.3 Change of Contract

Only Our President or Secretary can modify this Policy or waive any of Our rights or requirements under it. The person making these changes must put them in writing and sign them.

2.4 Applicable Tax Law

For You and the Beneficiary to receive the tax treatment accorded to life insurance under federal law, this Policy must continually qualify as life insurance under the Internal Revenue Code or successor law. Therefore, to secure this qualification We reserve the right to decline to accept premium payments, to decline to change the Death Benefit Option, or to decline to make Withdrawals that would cause this Policy to fail to qualify as life insurance under applicable tax law as interpreted by Us. In the event that this Policy fails to qualify as life insurance under applicable tax law as interpreted by Us, We will notify You by mail of this fact and inform You of Our proposed action. You will have 30 days to tell Us if the action We propose is unacceptable. If after 30 days You have not contacted Us on this matter, We will take the action We proposed to qualify the Policy as life insurance. Any such proposed changes will apply uniformly to all policies that are affected.

2.5 Policy Cost Factors

Changes in Policy Cost Factors (interest rates We credit, Cost of Insurance deductions, and expense charges) will be by rating class and based upon changes in future expectations for such elements as investment earnings, mortality, persistency, expenses and taxes. Any change in Policy Cost Factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which this Policy is delivered.

2.6 Incontestability

We have the right to contest the validity of this Policy based on material misrepresentations made in the application, subsequent applications to change the Policy or any amendment to an application. We will not contest the validity of this Policy after it has been in effect during the lifetime of any Insured for 2 years from the Issue Date shown in the Coverage Description. We will not contest any Policy change that requires an application, or any reinstatement of the Policy, after the change or reinstatement has been in effect for 2 years during the lifetime of the Insured.

No statement will be used to contest a claim unless contained in an application. All statements made in an application are representations and not warranties.

See any additional benefits or riders for modifications of this provision that apply to them.

2.7 Misstatement of Age or Gender

If an Insured's age or gender has been misstated on any application, the death benefit and any benefits provided by riders to this Policy will be adjusted. The adjustment will be to an amount that would have been purchased at the correct age or gender using the Cost of Insurance rates and expense charges in effect on the Issue Date.

2.8 Suicide Exclusion

If the Primary Insured commits suicide, while sane or insane, within 2 years of the Issue Date, the proceeds payable will be limited to:

- the premiums paid; minus
- any Loans and Loan Interest; minus
- the Cost of Insurance on any other Insured under this Policy; minus
- any Withdrawals of the Net Cash Surrender Value.

If any other Insured commits suicide, while sane or insane, within 2 years of the Issue Date, the proceeds payable will be limited to the Cost of Insurance for that Insured.

If any Insured under this Policy commits suicide, while sane or insane, within 2 years from the effective date of:

- any increase in the Face Amount; or
- additional insurance coverage provided by rider after the Issue Date,

the proceeds for such additional insurance will be limited to its cost.

2.9 Policy Dates

The Issue Date is shown in the Coverage Description and is the effective date for all coverages in the original application. Policy years and months are measured from the Issue Date. Each yearly anniversary of the Issue Date is a Policy Anniversary. A Monthly Anniversary is the same day of each month that coincides with the issue day of the month. The Coverage Description shows the Monthly Anniversary for this Policy. For any increase or addition to coverage that requires an application, the effective date will be the Monthly Anniversary following the date We approve the application.

2.10 Policy Termination

This Policy will terminate upon the death of the Primary Insured, or upon surrender. See the Net Cash Surrender Value and Death of Insured sections.

2.11 Basis of Computations

We provide Cash Surrender Values that are at least equal to or more than those required by law. We have filed with the insurance supervisory official of the jurisdiction in which this Policy is delivered a detailed statement of Our method of computing such values.

We base minimum Cash Surrender Values and maximum cost of insurance rates on the Commissioners 2001 Standard Ordinary Mortality Tables. The Accumulation Fund will be at least as large as if We had credited the guaranteed interest rate and charged the maximum cost of insurance rates and expense charges. The Surrender Charges will never be larger than those allowed under the Standard Nonforfeiture Law. Deaths are assumed to occur at the end of the Policy year.

2.12 Reports to Owner

On each Policy anniversary, We will send You a report. It will show the premiums paid and all expense and insurance charges made since the last report. The report will show the beginning date and ending date of the current report period. The report will show the interest credited, the beginning of the period and current Accumulation Fund, the current Cash Surrender Value, the current Death Benefit, and the amount of outstanding Policy Loans. If the Policy's Cash Surrender Value will not maintain the Policy in force until the next reporting period unless further payments are made, a notice to this effect will be included in the report.

We will provide annually without charge an illustrative report upon Your written request. We reserve the right to charge a fee for additional reports. The fee will not exceed \$25.00.

3. OWNER AND BENEFICIARY PROVISIONS -----

3.1 Owner

The Owner of this Policy is the Primary Insured unless named otherwise in the application, or later changed.

As Owner, You are entitled to exercise all the rights of this Policy while the Primary Insured is living. If You designate an irrevocable Beneficiary or assign the Policy, Your rights are limited.

3.2 Beneficiary

The Beneficiary is as named in the application, unless later changed. The Beneficiary is entitled to the insurance benefits of this Policy. If two or more Beneficiaries are named, those who survive the insured will share the insurance benefits equally, unless You have made other arrangements with Us.

If there is no designated Beneficiary living at the death of the Insured We will pay the benefits to the Owner or Owner's estate. If any Beneficiary dies within 60 days after the Insured, and before payment of any proceeds, payments will be made as though the Beneficiary had died before the Insured. The Beneficiary designation may include provisions that replace these.

3.3 Changing Owner or Beneficiary

While the Insured is living and this Policy is in force, You may change the Owner or Beneficiary by sending a signed written notice, to Our Administrative Office. The notice must have the name of the new Beneficiary, or name and notarized signature of the new Owner, and be signed by You. Changes related to Beneficiaries and ownership, unless otherwise specified by You, will take effect upon the date that You sign, subject to any payments made or actions taken by Us prior to the receipt of the notice. A new Beneficiary designation revokes any prior designation. Irrevocable Beneficiaries can only be changed by the Owner with the written authorization from the Irrevocable Beneficiary.

3.4 Assignment

You may assign this Policy. We will not accept or be bound by an Assignment unless We receive in Our Administrative Office a written Assignment, or any method of notification, that is signed by You. An Assignment, unless specified by You, shall take effect upon the date that You sign, subject to any payments made or actions taken by Us prior to the receipt of the notice. Your rights and those of any other person referred to in this Policy will be subject to the Assignment.

We assume no responsibility for the validity of an Assignment. A collateral Assignment will not change ownership. We will consider an absolute Assignment as a change of ownership.

4. PREMIUM PROVISIONS-----

4.1 Initial Premium

The initial premium payment shown in the Coverage Description is due on or before delivery of the Policy. No insurance will take effect before the initial premium payment is paid.

4.2 Minimum Monthly Premiums

The Minimum Monthly Premium is shown in the Coverage Description. You may pay the Minimum Monthly Premiums in advance or in annual, semi-annual, quarterly or monthly payments. The first payment is due on the Issue Date. The Minimum Monthly Premium will be adjusted if the Face Amount is changed or when a rider or benefit is added, deleted or increased.

Payment of the Minimum Monthly Premium does not guarantee Your Policy will remain in force except as described in the No Lapse Guarantee section.

We use the Minimum Monthly Premium as a basis for computing the Accumulated Minimum Monthly Premium. Accumulated Minimum Monthly Premium is an amount equal to the sum of the Minimum Monthly Premiums for each month since issue, including the current month.

4.3 Adjusted Premium

The Adjusted Premium is an amount equal to:

- the sum of the premiums received or paid by Us under any waiver benefit since issue; minus
- any Withdrawals since issue; minus
- any Loans and Loan Interest.

4.4 Planned Periodic Premiums

The amount and frequency of Your Planned Periodic Premiums are shown in the Coverage Description. The initial Planned Periodic Premium must equal or exceed the Minimum Monthly Premium. We will send You reminder notices, unless You request otherwise. You may make premium payments in addition to Your Planned Periodic Premium. The total premiums paid may not exceed the amount that would disqualify this Policy from being treated as life insurance under the Internal Revenue Code. See Applicable Tax Law section.

4.5 Flexible Premiums

Premium payments are flexible. You may choose the amount and frequency of Your premiums. The premiums will affect the death benefit, the Accumulation Fund and the duration of insurance.

4.6 Grace Period

The duration of insurance coverage depends upon the Net Cash Surrender Value being sufficient to cover the Monthly Deductions, as defined in the Monthly Deduction section. If the Net Cash Surrender Value at any Monthly Anniversary is less than such deductions for the following month, We will send a written notice to You at Your last known address stating that a Grace Period of 61 days has begun, starting with the date the notice is mailed. The notice will also state the amount of the premium payment or loan repayment sufficient to cover 3 Monthly Deductions.

If we do not receive the amount stated in the notice at Our Administrative Office before the end of the Grace Period, coverage will cease as of the due date. We will send a written notice to You at Your last known address stating that this Policy has terminated without value.

Coverage will not cease due to insufficient Net Cash Surrender Value if any guaranteed coverage is in effect. See the No Lapse Guarantee section.

If the Primary Insured dies during the Grace Period, We will pay the insurance benefits, as defined in the Death of Insured section.

4.7 No Lapse Guarantee

Your Policy may have a No Lapse Guarantee. Refer to the Coverage Description in Your Policy to determine if this feature is a part of Your Policy.

If the No Lapse Guarantee is a part of Your Policy, Your Policy is guaranteed not to terminate before the No Lapse Guarantee expiration date shown in the Coverage Description if on each Monthly Anniversary the Adjusted Premium is greater than or equal to the Accumulated Minimum Monthly Premium.

On the first Monthly Anniversary when the Adjusted Premium is less than the Accumulated Minimum Monthly Premium, We will send You a written notice stating the amount required to keep the No Lapse Guarantee in force.

The amount will be:

- the Accumulated Minimum Monthly Premium; minus
- the Adjusted Premium; plus
- the Minimum Monthly Premium for the next month.

If this amount is not paid by the next Monthly Anniversary, the No Lapse Guarantee will terminate and cannot be reinstated.

If the No Lapse Guarantee has terminated Your Policy may enter the Grace Period. See the Grace Period section.

4.8 Reinstatement

If this Policy has ended without value, You may reinstate it while the Primary Insured is alive if You:

- apply for reinstatement within 5 years after the end of the Grace Period;
- provide evidence of insurability satisfactory to Us;

- make a premium payment in an amount sufficient to keep the Policy in force for at least 3 months after the date of reinstatement;
- pay or reinstate any indebtedness against the Policy; and
- pay for the unpaid portion of insurance provided during the Grace Period.

The effective date of the reinstated Policy will be the Monthly Anniversary following the date We approve Your reinstatement application.

5. POLICY VALUE PROVISIONS -----

5.1 Accumulation Fund

On each Monthly Anniversary, We will calculate the Accumulation Fund as:

- the Accumulation Fund on the preceding Monthly Anniversary plus one month's interest; plus
- all Net Premiums received since the most recent Monthly Anniversary; plus
- pro rata compound interest on these premiums from the date a premium is received to the Monthly Anniversary; minus
- the Monthly Deduction for the following month; minus
- any Withdrawals taken during the preceding month.

We will deduct a Premium Expense Charge as shown in the Coverage Description from each premium payment. The remainder of each premium payment is the Net Premium.

On any day other than a Monthly Anniversary, the Accumulation Fund will be:

- the Accumulation Fund on the preceding Monthly Anniversary plus pro rata compound interest; plus
- all Net Premiums received since the most recent Monthly Anniversary plus pro rata compound interest; minus
- any Withdrawals taken since the most recent Monthly Anniversary.

The Accumulation Fund on the Issue Date will be:

- the Net Premium paid on or before the delivery of this Policy; minus
- the Monthly Deduction for the month following the Issue Date.

5.2 Interest Rate

We will credit Interest on each Net Premium payment at the rate of Interest in effect on the day of its receipt for a period of 12 months. Thereafter We will credit interest at a rate determined by Us. The Interest Rate will never be less than the Guaranteed Minimum Interest Rate shown in the Coverage Description. The Interest Rate We credit on that part of the Accumulation Fund that is security for a Policy Loan may be lower than the Interest Rate We credit on the remaining Accumulation Fund, but will never be less than the Guaranteed Minimum Interest Rate shown in the Coverage Description.

5.3 Monthly Deduction

We will make a Monthly Deduction from the Accumulation Fund on each Monthly Anniversary to cover administrative charges and to provide insurance coverage. The Monthly Deduction is:

- the Cost of Insurance for the Primary Insured for the following month; plus
- the Cost of Insurance provided by benefits or riders for the following month; plus
- a Monthly Administration Expense charge as shown in the Coverage Description; plus
- a Monthly Expense Charge as shown in the Coverage Description.

5.4 Cost of Insurance

The monthly Cost of Insurance is the current monthly Cost of Insurance rate, multiplied by the net amount at risk (current Death Benefit discounted to the beginning of the month at the monthly equivalent of the Guaranteed Minimum Interest Rate minus the amount of Your Accumulation Fund) on the Monthly Anniversary. For this purpose the amount of Your Accumulation Fund is determined before the Monthly Deduction due on that date is deducted from Your Accumulation Fund.

The current and guaranteed monthly Cost of Insurance rates are based on issue age, Policy duration, Face Amount, and rating class of the Insured. The guaranteed rates are shown in the Table of Guaranteed Maximum Cost of Insurance Rates in the Coverage Description.

After the first Policy year, We may increase or decrease the current monthly Cost of Insurance rates. We may not increase these rates above the Guaranteed Maximum Cost of Insurance rates. We may increase current rates only once in any 12 month period, but can decrease them at any time. We will notify You of any increase in the current rates.

We cannot change the current rates for this Policy to recover Our losses or gains realized prior to the date of change. Any change will be based on Our expected future experience with regard to investment earnings, mortality, terminations and expenses.

Any change in rates will apply to all Insureds of the same issue Age, Policy duration, Face Amount, and rating class. No changes in premiums will discriminate against any Insured for any reason, including changes in insurability.

5.5 Policy Loans

While this Policy is in force, You may borrow money from Us on the sole security of this Policy. The maximum Policy Loan amount is:

- the Net Cash Surrender Value of this Policy; minus
- the amount required to keep the Policy in force for 3 months; minus
- interest on the Policy Loan to the next Policy Anniversary.

You may borrow all or part of the maximum Policy Loan available. We will not postpone a Policy Loan for more than 6 months after We receive the written Policy Loan request. We will not postpone a Policy Loan to be applied to the payment of premiums on any Policy with Us.

5.6 Loan Interest

Interest is payable in advance and will be charged on any Policy Loan from the date of the Policy Loan. At the time a loan is made, We will inform You of the initial Loan Interest Rate. Interest will again be due and payable on each Policy Anniversary. If the Interest is not paid, it will be treated as part of the loaned amount and will bear Interest at the Policy Loan Interest rate.

The Policy Loan Interest rate is shown in the Coverage Description.

5.7 Loan Repayment

You may repay all or part of a Policy Loan at any time while the Primary Insured is alive and this Policy is in force. We will assume that any payment You make to Us while You have a Policy Loan is a premium payment, unless You notify Us that it is a Loan Repayment. You may not apply automatic payments as Loan Repayments. Each Loan Repayment must be at least \$25.00, with an exception for the final Loan Repayment.

Failure to repay a Policy Loan or to pay Loan Interest will not terminate this Policy unless the Net Cash Surrender Value is less than the Monthly Deduction due on a Monthly Anniversary. See the Grace Period section.

A Policy Loan may have a permanent effect on Your benefits under this Policy even if it is repaid. Excess interest credited to the Accumulation Fund will not be credited to that portion of the Accumulation Fund that is security for the Policy Loan. See the Interest Rate Section.

5.8 Cash Surrender Value

The Cash Surrender Value on any date is equal to:

- the amount in the Accumulation Fund on that date; minus
- any applicable Surrender Charge.

If the Surrender Charge is greater than the Accumulation Fund, the Cash Surrender Value is zero.

5.9 Net Cash Surrender Value

The Net Cash Surrender Value is equal to:

- the Cash Surrender Value; minus
- any Policy Loan and Policy Loan Interest.

You may give up this Policy for its Net Cash Surrender Value, paid in a lump sum, at any time while the Primary Insured is living. You may do this by sending Us a request in good order in writing, or by any other method approved by Us, and this Policy. We will compute the Net Cash Surrender Value as of the date We receive Your request and this Policy at Our Administrative Office. We have the right to postpone payment for 6 months. We will not postpone payment for more than 6 months after We receive the surrender request. All insurance coverage under this Policy ends on the date We receive Your surrender request.

5.10 Withdrawal

After the first Policy year, You may withdraw a portion of the Net Cash Surrender Value of this Policy in a lump sum by sending Us a request in writing, or by any other method approved by Us. The Withdrawal amount may not exceed:

- the Net Cash Surrender Value; minus
- the amount required to keep this Policy in force for 3 months.

We reserve the right to charge a Withdrawal fee not exceeding \$25.00.

We have the right to postpone payment for 6 months. We will not postpone payment for more than 6 months after We receive the Withdrawal request. We will not postpone a Withdrawal to be applied to the payment of premiums on policies with Us. The Accumulation Fund and the Primary Insured's death benefit will be reduced by the amount of the Withdrawal.

Such Withdrawal and resulting reductions will take effect on the date We receive Your request at Our Administrative Office. We will send You an endorsement to Your Policy that reflects these changes.

We reserve the right to decline a request for a Withdrawal of the Net Cash Surrender Value if:

- the Death Benefit would be reduced below the minimum amount for which We would then issue this Policy under Our rules; or
- We determine that the Withdrawal would cause this Policy to fail to qualify as life insurance under applicable tax law. See the Applicable Tax Law section.

5.11 Surrender Charges

We will subtract a Surrender Charge from Your Accumulation Fund as shown in Your Table of Surrender Charges in the Coverage Description if:

- You surrender Your Policy for its Net Cash Surrender Value; or
- Your Policy terminates at the end of the Grace Period; or
- You decrease the Face Amount.

The Surrender Charge for each coverage Face Amount is:

- the coverage amount surrendered, terminated or decreased divided by 1,000; multiplied by
- the surrender charge per \$1,000 effective at the time of surrender, termination or decrease for that coverage as shown in the Table of Surrender Charges.

The total Surrender Charge for the Policy is the sum of all coverage Surrender Charges in effect at the time of surrender.

5.12 Extended Insurance

You may continue this Policy as extended insurance by discontinuing the planned premiums and all other flexible premiums. Upon choosing this option, the amount and form of insurance will remain unchanged, unless You elect to change the coverage as provided in the Changes In Insurance Coverage section.

Extended insurance will continue until the Net Cash Surrender Value is insufficient to cover a Monthly Deduction. Your Policy will then enter the Grace Period. See the Grace Period section.

While this Policy is continued in force as extended insurance, it may be surrendered for its Net Cash Surrender Value.

6. CHANGES IN INSURANCE COVERAGE -----

You may make the following changes to this Policy after the first Policy Anniversary by sending Us a request in writing, or by any other method approved by Us. We will send You an endorsement to Your Policy reflecting these changes when a change occurs and, if applicable, a new Table of Surrender Charges. We reserve the right to refuse to make any change that We determine would cause this Policy to fail to qualify as life insurance under applicable tax law. See the Applicable Tax Law section.

6.1 Increase in Face Amount

For an increase in Face Amount You must submit a new application prior to the Primary Insured's Attained Age 90. We will require evidence of insurability satisfactory to Us. Any increase You ask for must be at least \$10,000. The effective date of any increase will be the Monthly Anniversary following the date We approve the application. A new Monthly Expense Charge, a new Surrender Charge, and a new surrender period will apply. See the Monthly Deductions and Surrender Charges sections. We will send You an endorsement to Your Policy reflecting these changes, and a new Table of Surrender Charges.

6.2 Decrease in Face Amount

For a decrease in the Face Amount, the effective date will be the Monthly Anniversary following the date on which We receive the request. You may not decrease the Face Amount by more than 50% of the Face Amount on the Issue Date or below the minimum amount for which We would then issue this Policy under Our rules. If You have increased the Face Amount in the past and are now applying for a decrease, the decrease will be taken against the coverage increases first, starting with the most recent increase. If a Surrender Charge applies at the time of the decrease, We will deduct a Surrender Charge from the Accumulation Fund. See the Surrender Charges section. We will send You an endorsement to Your Policy reflecting these changes.

6.3 Change in Death Benefit Option

A change from one Death Benefit Option to another will take effect on the Monthly Anniversary following the date on which We receive the request. No evidence of insurability will be required. A Surrender Charge will not apply to a change in Death Benefit Option.

If You ask Us to change from Option A to Option B, We will decrease the Face Amount by the amount of Your Accumulation Fund on the date of change. We reserve the right to decline to make such change if it would reduce the Face Amount below the minimum amount for which We would then issue this Policy under Our rules.

If You ask Us to change from Option B to Option A, We will increase the Face Amount by the amount of Your Accumulation Fund on the date of change.

We will send You an endorsement to Your Policy reflecting the changes.

7. INSURANCE COVERAGE PROVISIONS -----

7.1 Death of Insured

We will pay the insurance benefits of this Policy to the Beneficiary when We receive at Our Administrative Office:

- proof that the Insured died while this Policy was in force; and
- all other requirements deemed necessary before such payment may be made.

These insurance benefits include the following amounts for the Primary Insured, which We will determine as of the date of the Primary Insured's death:

- the Death Benefit, as defined in the Amount of Death Benefit section; plus
- any other benefits then due from riders to this Policy; minus
- any Policy Loan and Policy Loan Interest on the Policy; minus
- any overdue deductions if the Primary Insured dies during the Grace Period.

We will pay interest on the resulting amount from the date We receive due proof of death at the rate We pay under Option 2 defined in the Optional Methods of Payment section unless otherwise required by law.

Payment choices, or any later changes, will take effect when notice is received and recorded, and will control payments made after that time. To the extent permitted by law, amounts applied under any payments made will not be subject to the claims of creditors or to legal process.

Payment of these benefits may also be affected by the Incontestability, Misstatement of Age or Gender, Suicide Exclusion, and Grace Period sections. Special exclusions or limitations (if any) are listed in the Coverage Description.

7.2 Amount of Death Benefit

If the Primary Insured dies while the Policy is in force, this Policy will provide a Death Benefit. The death benefit will be determined under either Option A or Option B below, whichever You have chosen and is in effect at such time.

Under Option A, the Death Benefit is the greater of:

- the Face Amount on the date of death; or
- the applicable percentage of the Accumulation Fund on the date of death shown in the Table of Applicable Percentages in the Coverage Description.

Under this option, the amount of the death benefit is fixed, except when it is determined by such a percentage.

Under Option B, the Death Benefit is the greater of:

- the Face Amount plus the amount of Your Accumulation Fund on the date of death; or
- the applicable percentage of the Accumulation Fund on the date of death shown in the Table of Applicable Percentages in the Coverage Description.

Under this option the amount of Death Benefit may vary.

The applicable percentage depends upon the Attained Age of the Primary Insured at the

- beginning of the Policy year (see Table of Applicable Percentages in the Coverage Description.)

8. DEATH BENEFIT PAYMENT PROVISIONS -----

8.1 Optional Methods of Payment

We will pay the insurance benefits payable on the death of an Insured in a lump sum, unless You choose Option 1 or Option 2 described below.

If You do not choose an option before the Primary Insured dies, the Beneficiary will have this right when the Primary Insured dies. If You have selected an option, the Beneficiary cannot change it after the Primary Insured dies.

We may require that the payee under any option selected be a natural person. We may require proof of the Payee's Attained Age if the amount or duration of payments is affected. Selection of an option will also be subject to Our rules in effect at the time of selection. Such rules include the minimum amount to be applied under an option and the minimum amount for each payment. All funds held by Us under Option 2 will earn interest at a rate of not less than 2% per year.

8.2 Option 1

Proceeds may be left on deposit with Us. They will earn interest at a rate not less than 2% per year compounded and credited annually. The entire amount, or an amount of \$250 or more, may be withdrawn at any time. We have the right to postpone payment for the period permitted by law. We will not postpone payment for more than six months after We receive the written request.

8.3 Option 2

The death benefit may be paid in equal installments for a fixed period of up to 30 years. We show the amount of monthly installments for each \$1,000 of death benefit in the Table of Monthly Payments Under Option 2 per \$1,000 of Proceeds.

TABLE OF MONTHLY PAYMENTS UNDER OPTION 2 PER \$1,000 OF PROCEEDS

Option 2 Payments for a Fixed Period

<u>Years</u>	<u>Amount</u>	<u>Years</u>	<u>Amount</u>	<u>Years</u>	<u>Amount</u>
1	84.09	11	8.42	21	4.85
2	42.46	12	7.80	22	4.67
3	28.59	13	7.26	23	4.51
4	21.65	14	6.81	24	4.36
5	17.49	15	6.42	25	4.22
6	14.72	16	6.07	26	4.10
7	12.74	17	5.77	27	3.98
8	11.25	18	5.50	28	3.87
9	10.10	19	5.26	29	3.77
10	9.18	20	5.04	30	3.68

Flexible Premium Universal Life Insurance
Death Benefit Payable on Death of Primary Insured
Adjustable Death Benefit
Nonparticipating

Symetra Life Insurance Company
A Stock Company
[Phone 1-800-796-3872
TTY/TDD 1-800-833-6388 (Deaf/HH)]

Home Office:
[777 108th Avenue NE
Suite 1200
Bellevue, WA 98004]

Administrative Office:
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SERFF Tracking Number:	SYMT-127368083	State:	Arkansas
Filing Company:	Symetra Life Insurance Company	State Tracking Number:	49545
Company Tracking Number:	L-10056 7/11		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
Product Name:	Cash Value UL Option A & B		
Project Name/Number:	Cash Value UL /L-10056 7/11		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	
Comments:	The requirements of Bulletin 15-2009 (including the corrected address and phone number) are being met.	
Attachment:	AZReadabilityCertification.pdf	

	Item Status:	Status Date:
Satisfied - Item:	Application	
Comments:	LUC-123 7/05 - Life Insurance Application, Part II, (previously approved on 9-27-05) will be used with LUC-166 6/11 in the application process. LUC-166 6/11 is currently pending under SYMT-127366145, submitted 8-12-11.	
Attachment:	LUC-123 7-05.pdf	

	Item Status:	Status Date:
Bypassed - Item:	Health - Actuarial Justification	
Bypass Reason:	This is a filing of an individual life insurance contract with no riders. This health insurance requirement does not apply.	
Comments:		

	Item Status:	Status Date:
Bypassed - Item:	Outline of Coverage	
Bypass Reason:	This is a filing of an individual life insurance contract with no riders. This health insurance requirement does not apply.	
Comments:		

SERFF Tracking Number:	SYMT-127368083	State:	Arkansas
Filing Company:	Symetra Life Insurance Company	State Tracking Number:	49545
Company Tracking Number:	L-10056 7/11		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
Product Name:	Cash Value UL Option A & B		
Project Name/Number:	Cash Value UL /L-10056 7/11		

Item Status:	Status
	Date:

Satisfied - Item: Actuarial Memorandum

Comments:

Attachments:

Actuarial Memo - no-C - state.pdf

Act _Memo_Appendices - no-C.xls

Item Status:	Status
	Date:

Satisfied - Item: Statement of Variability

Comments:

Attachment:

Statement of Variability 20110803.pdf

Item Status:	Status
	Date:

Satisfied - Item: Certification of Rule 34, 49, and
Bulletin 11-83.

Comments:

Attachment:

Akansas Certification.pdf

Item Status:	Status
	Date:

Satisfied - Item: Certification of Rule 19

Comments:

Attachment:

ARActuarialCert-Rule19.pdf

Item Status:	Status
	Date:

Satisfied - Item: AR Guaranty Npotice

<i>SERFF Tracking Number:</i>	<i>SYMT-127368083</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Symetra Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49545</i>
<i>Company Tracking Number:</i>	<i>L-10056 7/11</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>Cash Value UL Option A & B</i>		
<i>Project Name/Number:</i>	<i>Cash Value UL /L-10056 7/11</i>		

Comments:

Attachment:

LA2162_0705-AR_GAN.pdf

Item Status:

Status

Date:

Satisfied - Item: COI Rates

Comments:

Attachment:

Final-CLASSIC UL COI RatesArkansasr.xls



Department of Insurance
State of Arizona
Life and Health Division
Telephone: (602) 364-2393
Facsimile: (602) 364-2175

JANICE K. BREWER
Governor

2910 North 44th Street, Suite 210
Phoenix, Arizona 85018-7269
www.id.state.az.us

CHRISTINA URIAS
Director of Insurance

READABILITY CERTIFICATION

Arizona Administrative Code R20-6-213
Life and Disability Insurance Policy Language Simplification

COMPANY NAME Symetra Life Insurance Company, NAIC # 1129-68608,
hereby certifies that the following form(s) comply with the requirements of paragraph (C)(1)(a) of
the captioned Rule and achieve a Flesch reading ease test score of:

FORM NUMBER

FLESCH SCORE

L-10056/AZ 7/11

50.1

Michael Murphy

Digitally signed by Michael Murphy
DN: cn=Michael Murphy, o=Symetra Life Insurance Company,
ou=Compliance, email=michael.murphy@symetra.com, c=US
Date: 2011.08.12 06:41:54 -0700

Signature of Insurance Company Officer
(rubber stamp, copy or facsimile **NOT ACCEPTED**)

Michael Murphy, Vice President

Typed Name and Title

August 12, 2011

Date

Certification is required for all policy forms. A photocopy of this specimen is acceptable.

APPLICATION PART II

MEDICAL HISTORY REPORT—LUC-123 7/05

Symetra Life Insurance Company • Bellevue, WA

1. Full name _____ Date of Birth ____ / ____ / ____ DL # _____	4. Family History	Age if Living	Status of Health	Age at Death	Cause of Death
2. Have you ever used any form of tobacco or nicotine-based product? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when? ____ Mo/Yr Type _____ Quantity / Frequency _____ / _____	Father				
	Mother				
3. Name & Address of your personal physician. Name: _____ Address: _____ Date & reason last consulted: _____ What treatment was given or medication prescribed? _____	Brothers & Sisters Number Living ____ Number Dead ____				
	5. Has any family member listed above had cancer, diabetes, high blood pressure, heart disease, or kidney disease (past 7 years in Maryland)? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, under DETAILS identify family member, disorder, age of onset. If there is a history of cancer, indicate type of cancer.				
	6. Have you had any physical disability or impairment in the past 10 years (7 years Maryland)? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give details.				

Give complete detail for all yes answers under **DETAILS**. Identify question number and include diagnosis, dates, duration, treatments and medications prescribed, and names/addresses of all physicians and hospitals. If more room is needed, please give additional information on a separate piece of paper.

7. Has Proposed Insured:	Yes	No	Details
a. Had any Life or disability insurance application declined or extra rated?	<input type="checkbox"/>	<input type="checkbox"/>	
b. Within the past two years engaged in aviation activities as pilot or crew; scuba diving; parachuting; hang gliding; mountain/rock climbing; or racing of any motorized vehicles?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Had any driver's license revoked or suspended, or been convicted of a felony crime?	<input type="checkbox"/>	<input type="checkbox"/>	
d. Lost 10 or more pounds during the past 12 months? If "Yes", give amount and cause of weight loss and number of months at present weight in DETAILS .	<input type="checkbox"/>	<input type="checkbox"/>	
e. Received advice, counseling or treatment as the result of the use of alcohol or drugs?	<input type="checkbox"/>	<input type="checkbox"/>	
f. Used narcotics, amphetamines, cocaine, LSD, marijuana or hallucinogenic drugs?	<input type="checkbox"/>	<input type="checkbox"/>	
8. Are you a U.S. citizen or permanent legal U.S. resident?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Do you have any plans to travel or live outside the U.S. or Canada?	<input type="checkbox"/>	<input type="checkbox"/>	
10. Has proposed insured in the last 10 years (7 years in Maryland) had or been treated or diagnosed for any disorder or disease of:			
a. Respiratory system (lungs, bronchi, trachea, etc.) such as tuberculosis, asthma, emphysema, bronchitis or shortness of breath?	<input type="checkbox"/>	<input type="checkbox"/>	
b. Circulatory system (heart, blood, arteries, etc.) such as chest pain, high blood pressure, heart attack, or murmur?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Digestive system (esophagus, stomach, intestines, pancreas, liver, etc.) such as ulcer, cirrhosis, hepatitis or bleeding?	<input type="checkbox"/>	<input type="checkbox"/>	
d. Nervous system (brain, nerves, etc.) such as paralysis, fainting, convulsions, stroke or mental or nervous disorders such as depression, anxiety or suicide attempt?	<input type="checkbox"/>	<input type="checkbox"/>	
e. Genitourinary system (kidney, bladder, reproductive organs, etc.) such as infection, bleeding, male or female disorders, or sexually transmitted diseases (not including HIV)?	<input type="checkbox"/>	<input type="checkbox"/>	
f. Musculoskeletal system (muscles, spine, bones, joints, etc.) such as arthritis, back or joint problems?	<input type="checkbox"/>	<input type="checkbox"/>	
g. Eyes, ears, or skin?	<input type="checkbox"/>	<input type="checkbox"/>	
h. Either a benign or malignant growth, cancer, tumor, or mass?	<input type="checkbox"/>	<input type="checkbox"/>	
i. Diabetes, hypoglycemia or impaired glucose tolerance?	<input type="checkbox"/>	<input type="checkbox"/>	
j. Glandular disease or disorder (thyroid, adrenal, lymph glands, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
11. Within the past 5 years has the proposed insured been treated or diagnosed for:			
a. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), or tested positive for Human Immunodeficiency Virus (HIV) antibodies?	<input type="checkbox"/>	<input type="checkbox"/>	
b. Or had any other impairment, sickness or diagnostic procedures such as X-ray, EKG, laboratory tests?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Or been hospitalized or had surgery performed, advised or contemplated?	<input type="checkbox"/>	<input type="checkbox"/>	
d. Or consulted, been examined or treated by any physician, psychiatrist, or medical practitioner not named above or for any cause not mentioned?	<input type="checkbox"/>	<input type="checkbox"/>	
12. Are you receiving treatment or taking medication of any kind prescribed by a licensed medical physician or medical practitioner?	<input type="checkbox"/>	<input type="checkbox"/>	
13. Are you taking medications, supplements, or herbs of any kind?	<input type="checkbox"/>	<input type="checkbox"/>	

All statements and answers to the above questions in this Part II Application are, to the best of my knowledge and belief, true, complete and correctly stated. I agree that a copy of this Part II Application shall be attached to and form part of my pending application for insurance, and also of any subsequent application by me for insurance with this Company, unless I then undergo another medical examination which by its terms is made a part of such application and of subsequent applications.

Dated this _____ day of _____, _____

Witness _____
Witness/Agent

Signature of Proposed Insured _____

Statement of Variability

Symetra Life Insurance Company
NAIC # 68608/ FEIN #91-0742147

August 3, 2011

Forms: L-10056 7/11 – Universal Life Insurance Policy

The variability for bracketed items in the above-referenced forms is provided below. This Statement of Variability reflects bracketing of items that will vary based upon policy specific information. In addition, this Statement of Variability also reflects bracketing of items that Symetra Life Insurance Company might vary within the range provided for future issues without requiring a re-filing. We have bracketed these items so we may more quickly respond to changes in the market, in company experience, or in the regulatory environment. Any changes made in such items will be determined based on sound actuarial practice and administered in a uniform and non-discriminatory manner. With the exception of the current Company and address, such variable information will not be changed for issued policies, only for new issues.

L-10056 7/11 – Contract		
Field	Range	Explanation of Variation
[Insured]		Displays the Insured person's name
[Policy Number]		Displays the unique contract number
[Face Amount]		Displays the amount of life insurance coverage under the base policy.
[Issue Date]		The day, month and Year that the policy becomes effective.
[Class]		Male or Female, Juvenile Non-Nicotine or Nicotine Standard, Standard Plus Preferred, Preferred Plus, Preferred Best
[Officer Signatures]		Displays the signature of the current officers.
[Officer Names]		Displays the printed names of the current officers.
[Officer Titles]		Displays the titles of the current officers.
[Company Name]		Displays the current legal name of the Company.
[Company phone]		Displays the current phone of the Company.
Home Office: [Company Address]		Displays the current address of the company's Home Office.
Mailing Address: [Administrative Office or Mailing Address and web address]		Displays the administrative office or mailing office address and the Company's web address.

L-10056 7/11 – Coverage Description Pages		
Field	Range	Explanation of Variation
[Policy Number]		Displays the number in the Company's records that contains the information for this policy.
[Primary Insured]		Displays the name of the primary

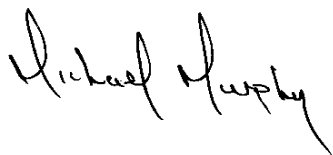
		person insured under the base contract.
[Issue Date]	1 – 28	Displays the day, month and Year that the policy becomes effective.
[Initial Premium]	\$10.00 – \$2,000,000	Displays the amount of the initial premium payment made to Symetra under this Policy.
[Monthly Anniversary]	1 – 28	Displays the day, each month, based on the issued date, that monthly processing takes place.
[Planned Periodic Premium]		Displays the elected Planned Periodic Premiums. These must equal or exceed the Minimum Monthly Premium.
[Premium Payable]		Displays the elected mode of payment – annual, semi-annual, quarterly, or monthly,
Minimum Monthly Premium]		Displays the amount of the Minimum Monthly Premium.
[Initial Face Amount]	\$10,000 – \$20,000,000	Displays the initial amount of life insurance coverage under the base policy.
[Guaranteed Minimum Interest Rate]	2% - 4%	This may vary from 2% to 4% depending on the current interest rate environment. It will not vary by individual insured and it will not change after the policy is issued. The product will be issued initially with a 3% guaranteed minimum interest rate and this will remain at 3% as long as the company feels that interest rates available for investment can support a 3% guaranteed minimum.
[Death Benefit Option]	Option A – Face Amount Option B – Face Amount plus Accumulation Fund	Displays the selected death benefit option.
[Primary Insured]		Displays the name of person insured under the policy or by rider.
[Issue Age]	15 days – 90 years: 15 days – 15: Juvenile 16 – 90: Standard (Nicotine), Non-Nicotine 20 – 85: Standard Plus (nicotine), Preferred 20 – 75: Preferred Plus, Preferred Best	Displays the age on the issue date.
[Issue State]		Displays the state where the application was signed or the policy was delivered.
[Class]		Male or Female, Juvenile or Non-Nicotine or Nicotine Standard, Standard Plus Preferred, Preferred Plus, Preferred

		Best
[Amount of Coverage]		Displays the face amount for the basic coverage and any riders.
[Coverage]		Displays the Insured's name, age, state of issue and class for each insured person for the basic coverage and any riders.
[No Lapse Guarantee]	Issue ages 0 – 70: 10 years Issue ages 71 – 75: 5 years Not available over age 75. Not available on rated policies.	Displays the duration of the No Lapse Guarantee
[Expiration]		Displays the date that the basic coverage and any riders expire.
[minimum face amount]	\$50,000	The minimum face amount for this policy.
[Premium Expense Charge]	0.0% - 15.0%	This will vary from 0.0% to 15.0% depending on the product type and distribution channel. This charge will not vary between similar policies issued at the same time in similar markets and will not change after the policy is issued. Differences in distribution and acquisition costs and underwriting methods will be primary determinants of the premium expense charge variability.
[Monthly Administration Charge]	\$0 - \$30.00	This charge will not vary between similar policies issued at the same time in similar markets and will not change after the policy is issued. Differences in distribution and acquisition costs and underwriting methods will be primary determinants of the premium expense charge variability.
[Monthly Expense Charge]	\$0 - \$27.00 per Unit.	This will vary by issue age, class, band and product type. The monthly expense charge will be deducted for in each month for all durations. This charge will not vary between similar policies with the same characteristics issued at the same time in similar markets and will not change after the policy is issued. Differences in underwriting methods, underwriting class, issue age and policy size will be primary determinants of the monthly expense charge variability.
[Loan Interest Rate]	0 – 8%	Displays the number of years, the rate and its equivalent charged for policy loans.
[Guideline Single Premium]		Displays the single premium amount based on the age, gender, class and face amount of the policy.
[Guideline Annual Premium]		Displays the annual premium amount

		based on the age, gender, class and face amount of the policy.
[Guideline 7-Pay Premium]		Displays the 7 pay premium test, annual amount based on the age, gender, class and face amount of the policy.
[Modified Endowment Contract language]		<p>If the policy is a MEC at issue, then it will include this language:</p> <p><i>Because of its ratio of premium to insurance your policy will be treated as a Modified Endowment Contract (MEC) as required by the Internal Revenue Code. Amounts taken out while the Insured is still living, including loans and collateral assignments, may be subject to federal income tax. There may be a 10% tax penalty on the taxable amount taken before age 59 ½.</i></p>
[Cost of Insurance Rates]		Displays the guaranteed maximum cost of insurance rates for this person's age, gender and class.
[Schedule for Primary Insured]		Displays the name of the primary person insured under the base contract.
[Beginning of Policy Year]		Displays the duration of policy years.
[on January 1, of what year]		Displays the issue year and each succeeding year.
[Table of Surrender Charges]	These vary with the SNFL and U/W class. They could be as high as \$60.00 per thousand in 1 st year to 0 at end of table.	Displays the surrender charge per \$1,000 of surrendered death benefit.

CERTIFICATION

I certify that the information contained in this Statement of Variability is true and correct to the best of my knowledge and belief, and that I am duly authorized by the company to make this certification. I further certify that any change or modification to a variable item shall be administered in the variability of information section, including any requirements for prior approval of a change or modification.



Michael Murphy
Vice President
Symetra Life Insurance Company

Arkansas Certification

I hereby certify that to the best of my knowledge this filing is in compliance with applicable sections of Regulation 19, Regulation 34, Regulation 49 and all other requirements of the Department as applicable.

Bulletin 11-83

Bulletin 11-83 has been reviewed and the form complies with these guidelines.

Consent to Submit Rates and/or Cost Bases for Approval

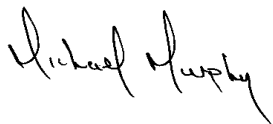
The Symetra Life Insurance Company ("Company") of Bellevue, Washington does hereby consent and agree

A) that all premium rates and/or cost bases both "maximum" and "current or projected," used in relation to policy form number L-10056 7/11 must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

or

B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.

Symetra Life Insurance Company
(Company Name)



By Michael Murphy
(Name)

Vice President
(Title or Position)


Actuarial Certification of Compliance to Rule 19 Regarding Unfair Sex Discrimination

I hereby certify that to the best of my knowledge this filing is in compliance with Section 8 RATES of Regulation 19 of the Arkansas Insurance Code.

The Symetra Life Insurance Company ("Company") of Bellevue, Washington does hereby identify that the guaranteed maximum cost of insurance rates for male insured lives are based on the 2001 CSO mortality rates for male lives, and that the corresponding rates for female lives are based on the 2001 CSO mortality rates for female lives. As such these rates are based on sound actuarial principles, and are related to our actual mortality loss statistics.

The current cost of insurance rates are also sex distinct and are based on the mortality rates of the 2008 VBT tables of sex distinct rates. These rates are further modified to reflect our underwriting classifications and actual mortality loss statistics using sound actuarial principles.

Symetra Life Insurance Company
(Company Name)

A handwritten signature in black ink that reads "Bruce D. Bengtson". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

By Bruce D. Bengtson FSA, MAAA
(Name)

AVP & Life Product Actuary
(Title or Position)

September 16th, 2011

Symetra Life Insurance Company
777 108th Ave. NE Suite 1200
Bellevue, WA 98004-5135

TELEPHONE: 1-800-796-3872
TT/TTY 1-800-833-6388
MAILING ADDRESS: P.O. BOX 34690
SEATTLE, WA 98124-1690

**LIMITATIONS AND EXCLUSIONS UNDER THE
ARKANSAS LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is **NOT** provided for your contract or policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
C/O The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverage, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

Please turn to back page

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are **NOT** protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insured's who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does **NOT** provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliated benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 — no matter how many policies and contracts there were with the same company, even if they provided different types of coverage's. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values — again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverage's. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

<i>SERFF Tracking Number:</i>	<i>SYMT-127368083</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Symetra Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49545</i>
<i>Company Tracking Number:</i>	<i>L-10056 7/11</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>Cash Value UL Option A & B</i>		
<i>Project Name/Number:</i>	<i>Cash Value UL /L-10056 7/11</i>		

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
08/12/2011	Form	L-10056_7-11 Non Compact	8-8-11 08/31/2011	L-10056_7-11 Non Compact 8-8-11.pdf (Superceded)

Life Insurance Policy

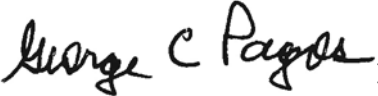
Insured: [John Doe]
Policy Number: [000000001] **Class:** [Non-Nicotine]
Face Amount: [\$100,000]
Issue Date: [01/01/11] [Male]

UNIVERSAL LIFE INSURANCE POLICY

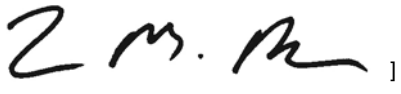
- Symetra Life Insurance Company will pay the insurance benefits and provide other rights and benefits of this policy in accordance with its provisions.
- This is a flexible premium universal life insurance policy and has been issued in consideration of the application and payment of the first premium.
- Premiums are flexible and you may vary the amount and timing of your premiums.
- This policy is nonparticipating. It does not share in our profits or surplus earnings. We pay no dividends on this policy.

**THIS POLICY IS A LEGAL CONTRACT BETWEEN YOU AND US.
PLEASE READ YOUR POLICY CAREFULLY.**

Signed for Symetra Life Insurance Company, a stock company, at its Home Office on the issue date.

[

[George C. Pagos]
[Secretary]

[

[Thomas M. Marra]
[President]

RIGHT TO EXAMINE THE POLICY: Within 30 days after this policy is received, it may be cancelled by delivering or mailing it to the insurance producer through whom it was purchased, or any insurance producer of Symetra, or to our Administrative Office. Upon cancellation, all money will be refunded.

**IF YOU HAVE ANY QUESTIONS, COMMENTS OR COMPLAINTS,
PLEASE CONTACT SYMETRA AT 1-800-796-3872**

Flexible Premium Universal Life Insurance
Death Benefit Payable on Death of Primary Insured
Adjustable Death Benefit
Nonparticipating

Symetra Life Insurance Company
A Stock Company
[Phone 1-800-796-3872
TTY/TDD 1-800-833-6388 (Deaf/HH)]

Home Office:
[777 108th Ave NE
Suite 1200
Bellevue, WA 98004]

Administrative Office:
[PO Box 7902
London, KY 40742-7902
www.symetra.com]

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POLICY NUMBER: [000000001]

COVERAGE DESCRIPTION -----

PRIMARY INSURED: [John Doe]

ISSUE DATE: [1/01/11]

INITIAL PREMIUM: \$[1,074.80]

**MONTHLY
ANNIVERSARY:** [1st day of each month]

PLANNED PERIODIC PREMIUM: \$[1,074.80]

PREMIUM PAYABLE: [Annual]

MINIMUM MONTHLY PREMIUM: \$[29.40]

INITIAL FACE AMOUNT: \$[100,000]

GUARANTEED MINIMUM INTEREST RATE: [3%] per year

DEATH BENEFIT OPTION: [Option A - Face Amount includes Accumulation Fund]

AMOUNT OF COVERAGE	COVERAGE	EXPIRATION
Primary Insured:	[John Doe] Issue Age: [35] Issue State: [WA] Class: [Male, Non-nicotine]	
\$[100,000]	Life Insurance	
[No Lapse Guarantee]		01/01/21]

Coverage may expire if premiums paid are insufficient to continue coverage as outlined in your contract.
See your Policy Provisions.

COVERAGE DESCRIPTION -----

The Face Amount of this policy may not be reduced below: \$ [50,000.00]

The Premium Expense Charge is:

Years	Premium Expense Charge
[1 - 10	10%
11+	10%]

A Monthly Deduction will be deducted from the Accumulation Fund on each Monthly Anniversary. See the Monthly Deduction section.

The Monthly Deduction includes the following charges which will be deducted from the Accumulation Fund on each Monthly Anniversary:

- the Cost of Insurance for the Primary Insured for the following month; plus
- the Cost of Insurance provided by benefits or riders for the following month; plus
- a Monthly Administration Expense Charge of \$[8.00]; plus
- a Monthly Expense Charge of \$[50.00].

The rate of interest on any loan in the first [10] Policy years will be an annual effective rate of [4]% which is equivalent to [3.85]% payable in advance. The rate of interest on any loan after the first [10] Policy years will be an annual effective rate of [3.25]% which is equivalent to [3.15]% payable in advance. See the Loan Interest section.

The Guideline Single Premium for this policy is \$[12,822.00]. The Guideline Annual Premium is \$[1,128.00]. The sum of the premiums paid at any date for this policy may not exceed the greater of:

- The guideline single premium, or
- The sum of the guideline annual premiums to such date.

These limitations are to assure that the death benefits paid under this policy are not includable in the gross income of the beneficiary for federal income tax purposes. See the Applicable Tax Law section.

[The Guideline 7-Pay Premium as defined by the Tax and Miscellaneous Revenue Act of 1988 (TAMRA) is \$[3,221.00]. (Note: If this policy is a replacement of another policy, the amount shown may need to be adjusted.) To maintain the most favorable tax status of this policy, premiums paid during each of the first seven years cannot exceed the 7-pay premium.]

If the coverages under this policy are increased or decreased, the guideline premiums will change.

For information about this or other tax matters relating to life insurance taxation, consult your attorney, accountant or other qualified tax advisor.

COVERAGE DESCRIPTION -----

SCHEDULE OF GUARANTEED MAXIMUM COST OF INSURANCE RATES

MONTHLY RATES PER \$1,000

SCHEDULE FOR PRIMARY INSURED: [JOHN DOE]

[\$100,000] LIFE INSURANCE

AT BEGINNING OF POLICY YEAR	ON JAN 1	LIFE INSURANCE RATE
[01	[2011	[0.09083
02	2012	0.09583
03	2013	0.10000
04	2014	0.10750
05	2015	0.11416
06	2016	0.12166
07	2017	0.13166
08	2018	0.14416
09	2019	0.15833
10	2020	0.17500
11	2021	0.19416
12	2022	0.21250
13	2023	0.23250
14	2024	0.24416
15	2025	0.25750
16	2026	0.27666
17	2027	0.29916
18	2028	0.33000
19	2029	0.36333
20	2030	0.40583
21	2031	0.45833
22	2032	0.51166
23	2033	0.56916
24	2034	0.61833
25	2035	0.67500
26	2036	0.74333
27	2037	0.82666
28	2038	0.92833
29	2039	1.04250
30	2040	1.16250
31	2041	1.28916
32	2042	1.41750
33	2043	1.54750
34	2044	1.68750
35	2045	1.83250
36	2046	2.00833
37	2047	2.20500
38	2048	2.46333
39	2049	2.73583
40]	2050]	3.02250]

COVERAGE DESCRIPTION -----

SCHEDULE OF GUARANTEED MAXIMUM COST OF INSURANCE RATES

MONTHLY RATES PER \$1,000

SCHEDULE FOR PRIMARY INSURED: [JOHN DOE]

[\$100,000] LIFE INSURANCE

AT BEGINNING OF POLICY YEAR	ON JAN 1	LIFE INSURANCE RATE
[41	[2051	[3.33583
42	2052	3.67750
43	2053	4.07416
44	2054	4.53750
45	2055	5.07250
46	2056	5.65583
47	2057	6.32000
48	2058	7.01166
49	2059	7.75750
50	2060	8.58333
51	2061	9.50583
52	2062	10.52833
53	2063	11.64500
54	2064	12.84166
55	2065	14.10416
56	2066	15.42166
57	2067	16.66083
58	2068	17.95250
59	2069	19.31500
60	2070	20.75416
61	2071	22.26583
62	2072	23.64916
63	2073	25.12416
64	2074	26.69833
65	2075	28.37833
66	2076	30.17500
67	2077	31.60083
68	2078	33.12000
69	2079	34.73666
70	2080	36.45666
71	2081	38.26083
72	2082	40.17916
73	2083	42.21833
74	2084	44.38583
75	2085	46.68833
76	2086	49.13250
77	2087	51.72833
78	2088	54.48333
79	2089	57.40916
80	2090	60.51250
81	2091	63.80583
82	2092	67.29916
83	2093	71.00416
84	2094	74.93500
85	2095	79.10166
86]	2096]	83.33333]

POLICY NUMBER: [000000001]

COVERAGE DESCRIPTION -----

TABLE OF SURRENDER CHARGES

Surrender Charge Effective Dates	Surrender Charge Per \$1,000
[01/01/11 – 12/31/11	[24.60
01/01/12 – 12/31/12	22.14
01/01/13 – 12/31/13	19.68
01/01/14 – 12/31/14	17.22
01/01/15 – 12/31/15	14.76
01/01/16 – 12/31/16	12.30
01/01/17 – 12/31/17	9.84
01/01/18 – 12/31/18	7.38
01/01/19 – 12/31/19	4.92
01/01/20 – 12/31/20	2.46
01/01/21 – 12/31/21]	0.00]

POLICY NUMBER: [000000001]

COVERAGE DESCRIPTION -----

TABLE OF APPLICABLE PERCENTAGES

AGE	PERCENTAGE	AGE	PERCENTAGE	AGE	PERCENTAGE	
40 and under	250	59	134	78	105	
41	243	60	130	79	105	
42	236	61	128	80	105	
43	229	62	126	81	105	
44	222	63	124	82	105	
45	215	64	122	83	105	
46	209	65	120	84	105	
47	203	66	119	85	105	
48	197	67	118	86	105	
49	191	68	117	87	105	
50	185	69	116	88	105	
51	178	70	115	89	105	
52	171	71	113	90	105	
53	164	72	111	91	104	
54	157	73	109	92	103	
55	150	74	107	93	102	
56	146	75	105	94	101	
57	142	76	105	95 +	100]	
58	138	77	105			

1. DEFINITIONS -----

We, Our, and Us mean Symetra Life Insurance Company. The address of Our Administrative Office is P.O. Box 7902, London, KY 40742-7902. You should send any payments, notices and correspondence to Our Administrative Office.

You and Your mean the Owner of the Policy at the time an Owner's right is exercised.

Attained Age means the age of the Insured on their nearest birthday as of the most recently attained Policy Anniversary.

2. GENERAL PROVISIONS -----

2.1 The Contract

This Policy is issued in consideration of the application and payment of the initial premium payment shown in the Coverage Description.

This Policy, any riders, benefits, endorsements or amendments, the attached copy of the initial and all subsequent applications to change the Policy, and all additional Coverage Descriptions, including any new Table of Surrender Charges, make up the entire contract.

2.2 Face Amount

The Face Amount of coverage is shown in the Coverage Description.

2.3 Change of Contract

Only Our President or Secretary can modify this Policy or waive any of Our rights or requirements under it. The person making these changes must put them in writing and sign them.

2.4 Applicable Tax Law

For You and the Beneficiary to receive the tax treatment accorded to life insurance under federal law, this Policy must continually qualify as life insurance under the Internal Revenue Code or successor law. Therefore, to secure this qualification We reserve the right to decline to accept premium payments, to decline to change the Death Benefit Option, or to decline to make Withdrawals that would cause this Policy to fail to qualify as life insurance under applicable tax law as interpreted by Us. In the event that this Policy fails to qualify as life insurance under applicable tax law as interpreted by Us, We will notify You by mail of this fact and inform You of Our proposed action. You will have 30 days to tell Us if the action We propose is unacceptable. If after 30 days You have not contacted Us on this matter, We will take the action We proposed to qualify the Policy as life insurance. Any such proposed changes will apply uniformly to all policies that are affected.

2.5 Policy Cost Factors

Changes in Policy Cost Factors (interest rates We credit, Cost of Insurance deductions, and expense charges) will be by rating class and based upon changes in future expectations for such elements as investment earnings, mortality, persistency, expenses and taxes. Any change in Policy Cost Factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which this Policy is delivered.

2.6 Incontestability

We have the right to contest the validity of this Policy based on material misrepresentations made in the application, subsequent applications to change the Policy or any amendment to an application. We will not contest the validity of this Policy after it has been in effect during the lifetime of any Insured for 2 years from the Issue Date shown in the Coverage Description. We will not contest any Policy change that requires an application, or any reinstatement of the Policy, after the change or reinstatement has been in effect for 2 years during the lifetime of the Insured.

No statement will be used to contest a claim unless contained in an application. All statements made in an application are representations and not warranties.

See any additional benefits or riders for modifications of this provision that apply to them.

2.7 Misstatement of Age or Gender

If an Insured's age or gender has been misstated on any application, the death benefit and any benefits provided by riders to this Policy will be adjusted. The adjustment will be to an amount that would have been purchased at the correct age or gender using the Cost of Insurance rates and expense charges in effect on the Issue Date.

2.8 Suicide Exclusion

If the Primary Insured commits suicide, while sane or insane, within 2 years of the Issue Date, the proceeds payable will be limited to:

- the premiums paid; minus
- any Loans and Loan Interest; minus
- the Cost of Insurance on any other Insured under this Policy; minus
- any Withdrawals of the Net Cash Surrender Value.

If any other Insured commits suicide, while sane or insane, within 2 years of the Issue Date, the proceeds payable will be limited to the Cost of Insurance for that Insured.

If any Insured under this Policy commits suicide, while sane or insane, within 2 years from the effective date of:

- any increase in the Face Amount; or
- additional insurance coverage provided by rider after the Issue Date,

the proceeds for such additional insurance will be limited to its cost.

2.9 Policy Dates

The Issue Date is shown in the Coverage Description and is the effective date for all coverages in the original application. Policy years and months are measured from the Issue Date. Each yearly anniversary of the Issue Date is a Policy Anniversary. A Monthly Anniversary is the same day of each month that coincides with the issue day of the month. The Coverage Description shows the Monthly Anniversary for this Policy. For any increase or addition to coverage that requires an application, the effective date will be the Monthly Anniversary following the date We approve the application.

2.10 Policy Termination

This Policy will terminate upon the death of the Primary Insured, or upon surrender. See the Net Cash Surrender Value and Death of Insured sections.

2.11 Basis of Computations

We provide Cash Surrender Values that are at least equal to or more than those required by law. We have filed with the insurance supervisory official of the jurisdiction in which this Policy is delivered a detailed statement of Our method of computing such values.

We base minimum Cash Surrender Values and maximum cost of insurance rates on the Commissioners 2001 Standard Ordinary Mortality Tables. The Accumulation Fund will be at least as large as if We had credited the guaranteed interest rate and charged the maximum cost of insurance rates and expense charges. The Surrender Charges will never be larger than those allowed under the Standard Nonforfeiture Law. Deaths are assumed to occur at the end of the Policy year.

2.12 Reports to Owner

On each Policy anniversary, We will send You a report. It will show the premiums paid and all expense and insurance charges made since the last report. The report will show the beginning date and ending date of the current report period. The report will show the interest credited, the beginning of the period and current Accumulation Fund, the current Cash Surrender Value, the current Death Benefit, and the amount of outstanding Policy Loans. If the Policy's Cash Surrender Value will not maintain the Policy in force until the next reporting period unless further payments are made, a notice to this effect will be included in the report.

We will provide annually without charge an illustrative report upon Your written request. We reserve the right to charge a fee for additional reports. The fee will not exceed \$25.00.

3. OWNER AND BENEFICIARY PROVISIONS -----

3.1 Owner

The Owner of this Policy is the Primary Insured unless named otherwise in the application, or later changed.

As Owner, You are entitled to exercise all the rights of this Policy while the Primary Insured is living. If You designate an irrevocable Beneficiary or assign the Policy, Your rights are limited.

3.2 Beneficiary

The Beneficiary is as named in the application, unless later changed. The Beneficiary is entitled to the insurance benefits of this Policy. If two or more Beneficiaries are named, those who survive the insured will share the insurance benefits equally, unless You have made other arrangements with Us.

If there is no designated Beneficiary living at the death of the Insured We will pay the benefits to the Owner or Owner's estate. If any Beneficiary dies within 60 days after the Insured, and before payment of any proceeds, payments will be made as though the Beneficiary had died before the Insured. The Beneficiary designation may include provisions that replace these.

3.3 Changing Owner or Beneficiary

While the Insured is living and this Policy is in force, You may change the Owner or Beneficiary by sending a signed written notice, to Our Administrative Office. The notice must have the name of the new Beneficiary, or name and notarized signature of the new Owner, and be signed by You. Changes related to Beneficiaries and ownership, unless otherwise specified by You, will take effect upon the date that You sign, subject to any payments made or actions taken by Us prior to the receipt of the notice. A new Beneficiary designation revokes any prior designation. Irrevocable Beneficiaries can only be changed by the Owner with the written authorization from the Irrevocable Beneficiary.

3.4 Assignment

You may assign this Policy. We will not accept or be bound by an Assignment unless We receive in Our Administrative Office a written Assignment, or any method of notification, that is signed by You. An Assignment, unless specified by You, shall take effect upon the date that You sign, subject to any payments made or actions taken by Us prior to the receipt of the notice. Your rights and those of any other person referred to in this Policy will be subject to the Assignment.

We assume no responsibility for the validity of an Assignment. A collateral Assignment will not change ownership. We will consider an absolute Assignment as a change of ownership.

4. PREMIUM PROVISIONS-----

4.1 Initial Premium

The initial premium payment shown in the Coverage Description is due on or before delivery of the Policy. No insurance will take effect before the initial premium payment is paid.

4.2 Minimum Monthly Premiums

The Minimum Monthly Premium is shown in the Coverage Description. You may pay the Minimum Monthly Premiums in advance or in annual, semi-annual, quarterly or monthly payments. The first payment is due on the Issue Date. The Minimum Monthly Premium will be adjusted if the Face Amount is changed or when a rider or benefit is added, deleted or increased.

Payment of the Minimum Monthly Premium does not guarantee Your Policy will remain in force except as described in the No Lapse Guarantee section.

We use the Minimum Monthly Premium as a basis for computing the Accumulated Minimum Monthly Premium. Accumulated Minimum Monthly Premium is an amount equal to the sum of the Minimum Monthly Premiums for each month since issue, including the current month.

4.3 Adjusted Premium

The Adjusted Premium is an amount equal to:

- the sum of the premiums received or paid by Us under any waiver benefit since issue; minus
- any Withdrawals since issue; minus
- any Loans and Loan Interest.

4.4 Planned Periodic Premiums

The amount and frequency of Your Planned Periodic Premiums are shown in the Coverage Description. The initial Planned Periodic Premium must equal or exceed the Minimum Monthly Premium. We will send You reminder notices, unless You request otherwise. You may make premium payments in addition to Your Planned Periodic Premium. The total premiums paid may not exceed the amount that would disqualify this Policy from being treated as life insurance under the Internal Revenue Code. See Applicable Tax Law section.

4.5 Flexible Premiums

Premium payments are flexible. You may choose the amount and frequency of Your premiums. The premiums will affect the death benefit, the Accumulation Fund and the duration of insurance.

4.6 Grace Period

The duration of insurance coverage depends upon the Net Cash Surrender Value being sufficient to cover the Monthly Deductions, as defined in the Monthly Deduction section. If the Net Cash Surrender Value at any Monthly Anniversary is less than such deductions for the following month, We will send a written notice to You at Your last known address stating that a Grace Period of 61 days has begun, starting with the date the notice is mailed. The notice will also state the amount of the premium payment or loan repayment sufficient to cover 3 Monthly Deductions.

If we do not receive the amount stated in the notice at Our Administrative Office before the end of the Grace Period, coverage will cease as of the due date. We will send a written notice to You at Your last known address stating that this Policy has terminated without value.

Coverage will not cease due to insufficient Net Cash Surrender Value if any guaranteed coverage is in effect. See the No Lapse Guarantee section.

If the Primary Insured dies during the Grace Period, We will pay the insurance benefits, as defined in the Death of Insured section.

4.7 No Lapse Guarantee

Your Policy may have a No Lapse Guarantee. Refer to the Coverage Description in Your Policy to determine if this feature is a part of Your Policy.

If the No Lapse Guarantee is a part of Your Policy, Your Policy is guaranteed not to terminate before the No Lapse Guarantee expiration date shown in the Coverage Description if on each Monthly Anniversary the Adjusted Premium is greater than or equal to the Accumulated Minimum Monthly Premium.

On the first Monthly Anniversary when the Adjusted Premium is less than the Accumulated Minimum Monthly Premium, We will send You a written notice stating the amount required to keep the No Lapse Guarantee in force.

The amount will be:

- the Accumulated Minimum Monthly Premium; minus
- the Adjusted Premium; plus
- the Minimum Monthly Premium for the next month.

If this amount is not paid by the next Monthly Anniversary, the No Lapse Guarantee will terminate and cannot be reinstated.

If the No Lapse Guarantee has terminated Your Policy may enter the Grace Period. See the Grace Period section.

4.8 Reinstatement

If this Policy has ended without value, You may reinstate it while the Primary Insured is alive if You:

- apply for reinstatement within 5 years after the end of the Grace Period;
- provide evidence of insurability satisfactory to Us;

- make a premium payment in an amount sufficient to keep the Policy in force for at least 3 months after the date of reinstatement;
- pay or reinstate any indebtedness against the Policy; and
- pay for the unpaid portion of insurance provided during the Grace Period.

The effective date of the reinstated Policy will be the Monthly Anniversary following the date We approve Your reinstatement application.

5. POLICY VALUE PROVISIONS -----

5.1 Accumulation Fund

On each Monthly Anniversary, We will calculate the Accumulation Fund as:

- the Accumulation Fund on the preceding Monthly Anniversary plus one month's interest; plus
- all Net Premiums received since the most recent Monthly Anniversary; plus
- pro rata compound interest on these premiums from the date a premium is received to the Monthly Anniversary; minus
- the Monthly Deduction for the following month; minus
- any Withdrawals taken during the preceding month.

We will deduct a Premium Expense Charge as shown in the Coverage Description from each premium payment. The remainder of each premium payment is the Net Premium.

On any day other than a Monthly Anniversary, the Accumulation Fund will be:

- the Accumulation Fund on the preceding Monthly Anniversary plus pro rata compound interest; plus
- all Net Premiums received since the most recent Monthly Anniversary plus pro rata compound interest; minus
- any Withdrawals taken since the most recent Monthly Anniversary.

The Accumulation Fund on the Issue Date will be:

- the Net Premium paid on or before the delivery of this Policy; minus
- the Monthly Deduction for the month following the Issue Date.

5.2 Interest Rate

We will credit Interest on each Net Premium payment at the rate of Interest in effect on the day of its receipt for a period of 12 months. Thereafter We will credit interest at a rate determined by Us. The Interest Rate will never be less than the Guaranteed Minimum Interest Rate shown in the Coverage Description. The Interest Rate We credit on that part of the Accumulation Fund that is security for a Policy Loan may be lower than the Interest Rate We credit on the remaining Accumulation Fund, but will never be less than the Guaranteed Minimum Interest Rate shown in the Coverage Description.

5.3 Monthly Deduction

We will make a Monthly Deduction from the Accumulation Fund on each Monthly Anniversary to cover administrative charges and to provide insurance coverage. The Monthly Deduction is:

- the Cost of Insurance for the Primary Insured for the following month; plus
- the Cost of Insurance provided by benefits or riders for the following month; plus
- a Monthly Administration Expense charge as shown in the Coverage Description; plus
- a Monthly Expense Charge as shown in the Coverage Description.

5.4 Cost of Insurance

The monthly Cost of Insurance is the current monthly Cost of Insurance rate, multiplied by the net amount at risk (current Death Benefit discounted to the beginning of the month at the monthly equivalent of the Guaranteed Minimum Interest Rate minus the amount of Your Accumulation Fund) on the Monthly Anniversary. For this purpose the amount of Your Accumulation Fund is determined before the Monthly Deduction due on that date is deducted from Your Accumulation Fund.

The current and guaranteed monthly Cost of Insurance rates are based on issue age, Policy duration, Face Amount, and rating class of the Insured. The guaranteed rates are shown in the Table of Guaranteed Maximum Cost of Insurance Rates in the Coverage Description.

After the first Policy year, We may increase or decrease the current monthly Cost of Insurance rates. We may not increase these rates above the Guaranteed Maximum Cost of Insurance rates. We may increase current rates only once in any 12 month period, but can decrease them at any time. We will notify You of any increase in the current rates.

We cannot change the current rates for this Policy to recover Our losses or gains realized prior to the date of change. Any change will be based on Our expected future experience with regard to investment earnings, mortality, terminations and expenses.

Any change in rates will apply to all Insureds of the same issue Age, Policy duration, Face Amount, and rating class. No changes in premiums will discriminate against any Insured for any reason, including changes in insurability.

5.5 Policy Loans

While this Policy is in force, You may borrow money from Us on the sole security of this Policy. The maximum Policy Loan amount is:

- the Net Cash Surrender Value of this Policy; minus
- the amount required to keep the Policy in force for 3 months; minus
- interest on the Policy Loan to the next Policy Anniversary.

You may borrow all or part of the maximum Policy Loan available. We will not postpone a Policy Loan for more than 6 months after We receive the written Policy Loan request. We will not postpone a Policy Loan to be applied to the payment of premiums on any Policy with Us.

5.6 Loan Interest

Interest is payable in advance and will be charged on any Policy Loan from the date of the Policy Loan. At the time a loan is made, We will inform You of the initial Loan Interest Rate. Interest will again be due and payable on each Policy Anniversary. If the Interest is not paid, it will be treated as part of the loaned amount and will bear Interest at the Policy Loan Interest rate.

The Policy Loan Interest rate is shown in the Coverage Description.

5.7 Loan Repayment

You may repay all or part of a Policy Loan at any time while the Primary Insured is alive and this Policy is in force. We will assume that any payment You make to Us while You have a Policy Loan is a premium payment, unless You notify Us that it is a Loan Repayment. You may not apply automatic payments as Loan Repayments. Each Loan Repayment must be at least \$25.00, with an exception for the final Loan Repayment.

Failure to repay a Policy Loan or to pay Loan Interest will not terminate this Policy unless the Net Cash Surrender Value is less than the Monthly Deduction due on a Monthly Anniversary. See the Grace Period section.

A Policy Loan may have a permanent effect on Your benefits under this Policy even if it is repaid. Excess interest credited to the Accumulation Fund will not be credited to that portion of the Accumulation Fund that is security for the Policy Loan. See the Interest Rate Section.

5.8 Cash Surrender Value

The Cash Surrender Value on any date is equal to:

- the amount in the Accumulation Fund on that date; minus
- any applicable Surrender Charge.

If the Surrender Charge is greater than the Accumulation Fund, the Cash Surrender Value is zero.

5.9 Net Cash Surrender Value

The Net Cash Surrender Value is equal to:

- the Cash Surrender Value; minus
- any Policy Loan and Policy Loan Interest.

You may give up this Policy for its Net Cash Surrender Value, paid in a lump sum, at any time while the Primary Insured is living. You may do this by sending Us a request in good order in writing, or by any other method approved by Us, and this Policy. We will compute the Net Cash Surrender Value as of the date We receive Your request and this Policy at Our Administrative Office. We have the right to postpone payment for 6 months. We will not postpone payment for more than 6 months after We receive the surrender request. All insurance coverage under this Policy ends on the date We receive Your surrender request.

5.10 Withdrawal

After the first Policy year, You may withdraw a portion of the Net Cash Surrender Value of this Policy in a lump sum by sending Us a request in writing, or by any other method approved by Us. The Withdrawal amount may not exceed:

- the Net Cash Surrender Value; minus
- the amount required to keep this Policy in force for 3 months.

We reserve the right to charge a Withdrawal fee not exceeding \$25.00.

We have the right to postpone payment for 6 months. We will not postpone payment for more than 6 months after We receive the Withdrawal request. We will not postpone a Withdrawal to be applied to the payment of premiums on policies with Us. The Accumulation Fund and the Primary Insured's death benefit will be reduced by the amount of the Withdrawal.

Such Withdrawal and resulting reductions will take effect on the date We receive Your request at Our Administrative Office. We will send You an endorsement to Your Policy that reflects these changes.

We reserve the right to decline a request for a Withdrawal of the Net Cash Surrender Value if:

- the Death Benefit would be reduced below the minimum amount for which We would then issue this Policy under Our rules; or
- We determine that the Withdrawal would cause this Policy to fail to qualify as life insurance under applicable tax law. See the Applicable Tax Law section.

5.11 Surrender Charges

We will subtract a Surrender Charge from Your Accumulation Fund as shown in Your Table of Surrender Charges in the Coverage Description if:

- You surrender Your Policy for its Net Cash Surrender Value; or
- Your Policy terminates at the end of the Grace Period; or
- You decrease the Face Amount.

The Surrender Charge for each coverage Face Amount is:

- the coverage amount surrendered, terminated or decreased divided by 1,000; multiplied by
- the surrender charge per \$1,000 effective at the time of surrender, termination or decrease for that coverage as shown in the Table of Surrender Charges.

The total Surrender Charge for the Policy is the sum of all coverage Surrender Charges in effect at the time of surrender.

5.12 Extended Insurance

You may continue this Policy as extended insurance by discontinuing the planned premiums and all other flexible premiums. Upon choosing this option, the amount and form of insurance will remain unchanged, unless You elect to change the coverage as provided in the Changes In Insurance Coverage section.

Extended insurance will continue until the Net Cash Surrender Value is insufficient to cover a Monthly Deduction. Your Policy will then enter the Grace Period. See the Grace Period section.

While this Policy is continued in force as extended insurance, it may be surrendered for its Net Cash Surrender Value.

6. CHANGES IN INSURANCE COVERAGE -----

You may make the following changes to this Policy after the first Policy Anniversary by sending Us a request in writing, or by any other method approved by Us. We will send You an endorsement to Your Policy reflecting these changes when a change occurs and, if applicable, a new Table of Surrender Charges. We reserve the right to refuse to make any change that We determine would cause this Policy to fail to qualify as life insurance under applicable tax law. See the Applicable Tax Law section.

6.1 Increase in Face Amount

For an increase in Face Amount You must submit a new application prior to the Primary Insured's Attained Age 90. We will require evidence of insurability satisfactory to Us. Any increase You ask for must be at least \$10,000. The effective date of any increase will be the Monthly Anniversary following the date We approve the application. A new Monthly Expense Charge, a new Surrender Charge, and a new surrender period will apply. See the Monthly Deductions and Surrender Charges sections. We will send You an endorsement to Your Policy reflecting these changes, and a new Table of Surrender Charges.

6.2 Decrease in Face Amount

For a decrease in the Face Amount, the effective date will be the Monthly Anniversary following the date on which We receive the request. You may not decrease the Face Amount by more than 50% of the Face Amount on the Issue Date or below the minimum amount for which We would then issue this Policy under Our rules. If You have increased the Face Amount in the past and are now applying for a decrease, the decrease will be taken against the coverage increases first, starting with the most recent increase. If a Surrender Charge applies at the time of the decrease, We will deduct a Surrender Charge from the Accumulation Fund. See the Surrender Charges section. We will send You an endorsement to Your Policy reflecting these changes.

6.3 Change in Death Benefit Option

A change from one Death Benefit Option to another will take effect on the Monthly Anniversary following the date on which We receive the request. No evidence of insurability will be required. A Surrender Charge will not apply to a change in Death Benefit Option.

If You ask Us to change from Option A to Option B, We will decrease the Face Amount by the amount of Your Accumulation Fund on the date of change. We reserve the right to decline to make such change if it would reduce the Face Amount below the minimum amount for which We would then issue this Policy under Our rules.

If You ask Us to change from Option B to Option A, We will increase the Face Amount by the amount of Your Accumulation Fund on the date of change.

We will send You an endorsement to Your Policy reflecting the changes.

7. INSURANCE COVERAGE PROVISIONS -----

7.1 Death of Insured

We will pay the insurance benefits of this Policy to the Beneficiary when We receive at Our Administrative Office:

- proof that the Insured died while this Policy was in force; and
- all other requirements deemed necessary before such payment may be made.

These insurance benefits include the following amounts for the Primary Insured, which We will determine as of the date of the Primary Insured's death:

- the Death Benefit, as defined in the Amount of Death Benefit section; plus
- any other benefits then due from riders to this Policy; minus
- any Policy Loan and Policy Loan Interest on the Policy; minus
- any overdue deductions if the Primary Insured dies during the Grace Period.

We will pay interest on the resulting amount from the date We receive due proof of death at the rate We pay under Option 2 defined in the Optional Methods of Payment section unless otherwise required by law.

Payment choices, or any later changes, will take effect when notice is received and recorded, and will control payments made after that time. To the extent permitted by law, amounts applied under any payments made will not be subject to the claims of creditors or to legal process.

Payment of these benefits may also be affected by the Incontestability, Misstatement of Age or Gender, Suicide Exclusion, and Grace Period sections. Special exclusions or limitations (if any) are listed in the Coverage Description.

7.2 Amount of Death Benefit

If the Primary Insured dies while the Policy is in force, this Policy will provide a Death Benefit. The death benefit will be determined under either Option A or Option B below, whichever You have chosen and is in effect at such time.

Under Option A, the Death Benefit is the greater of:

- the Face Amount on the date of death; or
- the applicable percentage of the Accumulation Fund on the date of death shown in the Table of Applicable Percentages in the Coverage Description.

Under this option, the amount of the death benefit is fixed, except when it is determined by such a percentage.

Under Option B, the Death Benefit is the greater of:

- the Face Amount plus the amount of Your Accumulation Fund on the date of death; or
- the applicable percentage of the Accumulation Fund on the date of death shown in the Table of Applicable Percentages in the Coverage Description.

Under this option the amount of Death Benefit may vary.

The applicable percentage depends upon the Attained Age of the Primary Insured at the

- beginning of the Policy year (see Table of Applicable Percentages in the Coverage Description.)

8. DEATH BENEFIT PAYMENT PROVISIONS -----

8.1 Optional Methods of Payment

We will pay the insurance benefits payable on the death of an Insured in a lump sum, unless You choose Option 1 or Option 2 described below.

If You do not choose an option before the Primary Insured dies, the Beneficiary will have this right when the Primary Insured dies. If You have selected an option, the Beneficiary cannot change it after the Primary Insured dies.

We may require that the payee under any option selected be a natural person. We may require proof of the Payee's Attained Age if the amount or duration of payments is affected. Selection of an option will also be subject to Our rules in effect at the time of selection. Such rules include the minimum amount to be applied under an option and the minimum amount for each payment. All funds held by Us under Option 2 will earn interest at a rate of not less than 2% per year.

8.2 Option 1

Proceeds may be left on deposit with Us. They will earn interest at a rate not less than 2% per year compounded and credited annually. The entire amount, or an amount of \$250 or more, may be withdrawn at any time. We have the right to postpone payment for the period permitted by law. We will not postpone payment for more than six months after We receive the written request.

8.3 Option 2

The death benefit may be paid in equal installments for a fixed period of up to 30 years. We show the amount of monthly installments for each \$1,000 of death benefit in the Table of Monthly Payments Under Option 2 per \$1,000 of Proceeds.

TABLE OF MONTHLY PAYMENTS UNDER OPTION 2 PER \$1,000 OF PROCEEDS

Option 2 Payments for a Fixed Period

<u>Years</u>	<u>Amount</u>	<u>Years</u>	<u>Amount</u>	<u>Years</u>	<u>Amount</u>
1	84.09	11	8.42	21	4.85
2	42.46	12	7.80	22	4.67
3	28.59	13	7.26	23	4.51
4	21.65	14	6.81	24	4.36
5	17.49	15	6.42	25	4.22
6	14.72	16	6.07	26	4.10
7	12.74	17	5.77	27	3.98
8	11.25	18	5.50	28	3.87
9	10.10	19	5.26	29	3.77
10	9.18	20	5.04	30	3.68

Flexible Premium Universal Life Insurance
Death Benefit Payable on Death of Primary Insured
Adjustable Death Benefit
Nonparticipating

Symetra Life Insurance Company
A Stock Company
[Phone 1-800-796-3872
TTY/TDD 1-800-833-6388 (Deaf/HH)]

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